

EASY Card Terms and Conditions

The following terms and conditions constitute your EASY Card User Agreement with Miami-Dade Transit (herein after “MDT”) and shall apply to all activity with respect to the use of the EASY Card. The term MDT includes Metrobus, Metrorail, Metromover and Special Transportation Services and may also include other wholly owned entities of Miami-Dade County. Use of an EASY Card (“Card”) or EASY Ticket (“Ticket”) as described herein constitutes acceptance of all terms and conditions contained in this Agreement.

Please read the Terms and Conditions carefully and keep a copy for your records.

1. EASY Card/ EASY Ticket Use

The EASY Card is MDT’s Fare Collection System and includes the EASY Card and EASY Ticket fare media, Metrobus fareboxes, Metrorail faregates, EASY Card vending machines and all related hardware and software. EASY Card and EASY Ticket fare media are reusable smart cards that allow loading and storing of all MDT fare products including transit passes, monetary value (stored value), discount fares, and payment of transfers & parking.

Each customer is required to have their own EASY card/EASY Ticket to enter/exit the Metrorail system. It is not possible to pass back a Card/Ticket and deduct multiple trips for multiple riders.

Each EASY Card/EASY Ticket contains sensitive electronics and an antenna and must not be bent, perforated, cut, punched, otherwise mutilated, or subjected to extreme temperatures, as doing so may damage these components and render the Card/Ticket inoperable. An EASY Card/Ticket that has not been damaged and becomes inoperable due to a manufacturer’s defect will be replaced by MDT at no charge to the customer upon presentation to MDT. The value remaining on the malfunctioning Card/Ticket may be transferred to a replacement Card/Ticket if the malfunctioning Card/Ticket can be identified by the serial number imprinted on the Card/Ticket. MDT reserves the right to charge a fee for new and replacement EASY cards/EASY Tickets, and to revise such fees. Such fees and value on Cards/Tickets are not refundable.

Determination that a malfunction is due to a manufacturer’s defect shall be made solely by MDT and such determination is final and uncontestable.

EASY Cards/EASY Tickets must be surrendered by a customer upon request by MDT. MDT May terminate use of a customer’s EASY Card/EASY Ticket. Upon such termination, MDT may block the use of a Card/Ticket.

2. EASY Card/EASY Ticket Fare Media

The EASY card has a one-time charge of \$2.00 and expires in three (3) years. The EASY Ticket is offered at no additional cost and expires in sixty (60) days.

The following are EASY Card fare products currently available:

Stored Value: Load a maximum of \$150.00 and a minimum of \$5.00 monetary value. The card functions similar to a debit card. Applicable fares or fees are deducted each time you tap the card at a Metrobus farebox or Metrorail faregate. Stored value can be used to pay for a Metrorail monthly parking permit when simultaneously purchasing a 30 day pass. **Stored Value placed on an EASY card is not redeemable for cash.**

Passes: Load a 1, 7 or 30 day pass. Passes are validated upon first use of the EASY card at a Metrobus farebox or Metrorail faregate and allow for unlimited rides and transfers for the number of days purchased.

Transfers: The 50¢ cost of a transfer is automatically deducted from the stored value when you tap your card at a Metrobus farebox or Metrorail faregate within three (3) hours of paying a fare. You are eligible for two (2) transfers. All passes offer unlimited rides. **If you use cash to pay your fare at a Metrobus farebox you are not eligible for transfers and must pay a full fare upon your next boarding of a Metrobus or at the faregate of a Metrorail station.**

EASY Ticket fare products:

Stored Value: Load a maximum of \$40.00 and a minimum of \$1.00 monetary value. Applicable fares or fees are deducted each time you tap the card at a Metrobus farebox or Metrorail faregate. The ticket is intended for limited use, primarily for the occasional rider or visitors. **The ticket should be treated like cash as no balance protection is available if the ticket is lost, stolen or damaged.**

Passes: Only 1 or 7 day passes are available. Passes are validated upon first use of the EASY card at a Metrobus farebox or Metrorail faregate and allow for unlimited rides and transfers for the number of days purchased.

Transfers: The 50¢ cost of a transfer is automatically deducted from the stored value when you tap your card at a Metrobus farebox or Metrorail faregate within three (3) hours of paying a fare. You are eligible for two (2) transfers. All passes offer unlimited rides. **If you use cash to pay your fare at a Metrobus farebox you are not eligible for transfers and must pay a full fare upon your next boarding of a Metrobus or at the faregate of a Metrorail station.**

You may load any combination of five (5) fare products onto a single EASY Card. For example, an EASY Card can be loaded with \$20 in stored value, a 7 day pass and a 30 day pass. Upon tapping at the Metrobus farebox or Metrorail faregate, the system will check for and process the time based pass product first. If the time has expired for pass product the system will then deduct the appropriate fare from the value stored on the Card.

3. EASY Card Balance Protection

You may register your EASY Card for balance protection against loss, theft, or damage of the Card to the extent provided for in this Agreement. Registration of an EASY Card requires the submission of a properly signed and completed EASY Card registration form to MDT, either by mail (701 Northwest First Court, Suite 1300, Miami, FL 33136), in person at the Transit Service Center at Government Center Metrorail station, via the Internet by visiting www.miamidade.gov/transit, or by calling 3-1-1, TDD Users (persons who are deaf or with hearing impairments) call 305-468-5402. EASY Tickets cannot be registered for balance protection.

If a registered Card is lost, stolen, or damaged and you wish to have the unused stored value and/or passes remaining on the Card transferred to a replacement Card, you must notify MDT by visiting the Transit Service Center at the Government Metrorail station, www.miamidade.gov/transit, or by calling 3-1-1.

A registered Card that is properly reported to MDT as lost, stolen, or damaged can be replaced for a \$2.00 non-refundable Card replacement fee. The balance remaining on that Card as of the date MDT received proper notification will be transferred to a new Card. MDT shall not be obligated, in any instance, to provide cash refunds or to transfer unused stored value and/or passes from a Card that has not been used within the MDT system during the immediately preceding six months. The aforementioned applies to all registered Cards, including but not limited to Golden Passport and Patriot Passport EASY Cards.

4. EASY Card Replenishment Service Activation and Termination

Replenishment service allows you to set up the refill of fare products to your Card on either a one-time basis (“One-Time Replenishment”) or repeatedly (“Automatic Replenishment”). One-Time Replenishment is not ongoing and must be set up for each occurrence, note it may not be terminated once established. Automatic Replenishment refills your Card whenever the number of days or stored value drops to a pre-set threshold. When setting up Automatic Replenishment, it is recommended that you have only one type of fare product on your Card because once the Automatic Replenishment is established for one type of fare product, the other fare products cannot be used until the replenishment service is suspended or cancelled.

The following are the set thresholds currently available:

Stored Value = \$5.00

1 day pass = 1 hour prior to expiration

7 day pass = 2 days prior to expiration date

30 day pass = 5 days prior to expiration date

You may set up replenishment service by visiting www.miamidade.gov/transit and establishing an EASY Card web account or by calling 3-1-1. Information you provide in regard to replenishment service set up is subject to investigation and verification.

You authorize MDT to contact relevant parties (for example, credit card issuers) to confirm payment information. You may suspend or cancel your replenishment service through your EASY Card web account or by calling 3-1-1.

Payment must be made with a valid credit or bank card. MDT may, but is not obligated to, inform you by mail, phone or email when: (1) you have activated or modified replenishment service; (2) your credit or bank card payment could not be completed; or (3) the expiration date of your credit or bank card is drawing near. MDT, at its discretion, may request updated information about your credit or bank card, including new account numbers and expiration dates from the financial institution issuing the credit or bank card. You hereby authorize the release of the aforementioned information to MDT.

Payment for One-Time Replenishment is processed when you set up service and set up authorizes MDT to charge your credit or bank card for the cost of the fare product selected. Therefore, payment is non-refundable and may not be cancelled by you. If your credit or bank card payment cannot be completed, your transaction may be cancelled. If fare product has already been retrieved, such fare product is subject to automatic removal from your Card without notification to you and you will be responsible for payment.

Payment for Automatic Replenishment will be processed when a fare product is automatically added to your EASY Card. Payment is non-refundable once the Automatic Replenishment has occurred, but you may terminate service and avoid being charged for any future Automatic Replenishment. Automatic Replenishment set up authorizes MDT to charge your credit or bank card for the cost of the fare product each time such fare product is automatically added to your Card.

The replenishment service must be activated by tapping your Card at a Metrobus farebox, Metrorail faregate or EASY Card vending machine within 30 day after service is set up, failure to do so may result in cancellation without notice. Fare products are available for retrieval the day after set up.

5. Disputes

You hereby authorize Miami-Dade Transit to decide in the first instance every question or dispute arising from, under, in connection with, or related to this Agreement, including, without limitation, the imposition of fares, fees, or other charges incurred, applied, or stated for the use or misuse of your Card or Ticket, or for the EASY Card Automatic Replenishment service. All disputes must be made to MDT, by visiting the Transit Service Center at the Government Center Metrorail station or calling 3-1-1. All disputes must be submitted in writing and within 60 days of notice to you that a fare, fee, or other charge has been made. You agree that MDT may respond by mailing or emailing to an address that you have provided to MDT constitutes notice to you of the fares, fees, or other charges contained therein and of any determination by Miami-Dade Transit in connection with your dispute. You hereby acknowledge that any claim, action, or proceeding arising from, under, in connection with, or in any way related to this

Agreement or your use of the Card or the EASY Card replenishment service for the payment of fares, including the imposition of fares, fees, or other charges incurred, applied, or stated for the use or misuse of the Card, brought against MDT is subject to the laws of Florida governing suits against Miami-Dade Transit (Florida Statute 812.015). You agree to pay all costs, including attorney's fees, incurred by Miami-Dade Transit to collect any monies due under the terms of this Agreement.

Miami-Dade Transit may change this Agreement and these terms and conditions at any time. Changes to these terms and conditions will be posted on MDT's web site (www.miamidade.gov/transit) at least 15 days before they are to become effective. Such modified terms supersede any prior versions or collateral understanding, verbal or written, that you may have received relative to the EASY Card or EASY Ticket, or the EASY Cards Replenishment service.

6. Privacy and Security Notice

Thank you for visiting the Miami-Dade County website and reviewing our privacy policy. We will collect no personal information about you when you visit our website unless you choose to provide that information to us.

Here is how we handle information about your visit to our website:

If all you do during your visit is browse through the website, read pages, or download information, we will gather and store certain information about your visit automatically. This information does not identify you personally. Only the following information is automatically collected and stored about your visit:

- The Internet domain (for example, "xcompany.com" if you use a private Internet access account, or "yourschool.edu" if you connect from a university's domain) and IP address (an IP address is a number that is automatically assigned to your computer whenever you are surfing the Web) from which you access our website;
- The type of browser and operating system used to access our site;
- The date and time you access our site;
- The pages you visit; and
- If you linked to our website from another website, the address of that website.

We use this information to help us make the site more useful to visitors -- to learn about the number of visitors to our site and the types of technology our visitors use. We do not track or record information about individuals and their visits.

If you choose to provide us with personal information -- by filling out a form with your personal information and submitting it to us through the website -- we use that information to respond to your message and to help us get you the information you have requested. We only share the information you give us with another government agency if your inquiry relates to that agency, or as otherwise required by law. Miami-Dade County does not collect information for commercial marketing.

As a general rule, the County does not disclose any personally identifiable information

collected online except where you have given us permission, or where the information is requested to be disclosed and is public information under the State of Florida statutes or other applicable laws. Visitors to the site should be aware that Florida Statute 119 declares that it is the policy of this state that all state, county, and municipal records shall be open for personal inspection by any person, and thus information collected by the County resulting from the use of its websites may be subject to examination and inspection upon request, if such information is a public record and not otherwise protected from disclosure by statute.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, make contact by phone or in writing.

You may decline participation in any activity that asks for information (i.e., surveys or emails). Your choice to not participate will have no effect on your ability to access information on the County's web sites.

To better serve you, we occasionally use "cookies" to customize your browsing experience. Cookies are simple text files stored by your web browser and they provide a method of distinguishing among visitors to the web sites. Cookies created on your computer by using our web sites do not contain personally identifiable information and do not compromise your privacy or security. We use the cookie feature to store a randomly generated identifying tag on your computer. If you have further questions about cookies, the Computer Incident Advisory Capacity Unit that monitors computer problems for the U.S. Department of Energy issued a study on March 12, 1998, of the risks to users of cookies, titled "[Information Bulletin 1-034: Internet Cookies](#)". You can refuse the cookie or delete the cookie file from your computer at any time by using any one of a number of widely available methods. Your choice to refuse the cookie will not inhibit your access to any of the information available on the County web site. Your acceptance of the cookie will serve to provide you with additional functionality in choosing the information you wish to view on a regular basis.

In certain instances, you will have the opportunity to receive or create a password to access or submit personal information. You should not divulge your password to anyone and the County will never ask you for your password in an unsolicited phone call or e-mail. When you are finished with those applications that are password protected, you should exit the page.

For site security purposes and to ensure that this service remains available to all users, this government computer system employs commercial software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

Except for authorized law enforcement investigations, no other attempts are made to identify individual users or their usage habits. Raw data logs are used for no other purposes and are scheduled for regular destruction in accordance with State guidelines for records management and retention.

Unauthorized attempts to upload information or change information on this service are

strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act.

7. Use of Web Site

The MDT web site is offered to you, the user ("User"), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification. User access and use of this site constitutes acceptance of these terms and conditions.

The website is a part of the Miami-Dade County system, and as such is provided as a public service. Miami-Dade County reserves the right to offer this website directly to you or through its authorized agents and contractors. Government personnel and the general public may use this system to review and retrieve publicly available government information. User agrees to use this web site as permitted by applicable local, state, and federal laws. User agrees, therefore, not to: 1) knowingly and without authorization, alter, damage, or destroy Miami-Dade County's, its contractors' or another user's computer system, network, software, program, documentation or data contained therein; 2) use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law. In addition, taking action which results in blocking access to this website by other users will be deemed an unauthorized use.

Anyone using this system expressly consents to administrative monitoring at all times by Miami-Dade County and its authorized agents and contractors. You (User) are further advised that system administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If you (User) do not wish to consent to monitoring, exit this system now.

8. Disclaimer of Liability and Reliability

In preparation of these pages, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information may occur. In particular but without limiting anything here, Miami-Dade County and its authorized agents and contractors disclaim any responsibility for typographical errors and accuracy of the information that may be contained on Miami-Dade County web pages. The information and data included in this website have been compiled by Miami-Dade County staff from a variety of sources, and are subject to change without notice to the User. Miami-Dade County and its authorized agents and contractors make no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of such information and data.

In any situation where the official printed publications of Miami-Dade County differ from the text contained in this system, the official printed documents take precedence. THE SERVICES, INFORMATION, AND DATA MADE AVAILABLE AT THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

MIAMI-DADE COUNTY AND ITS AUTHORIZED AGENTS AND CONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OR FUNCTIONALITY OF THIS WEB SITE, ITS SUITABILITY FOR USE, OR THAT THIS WEB SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

9. Links to Third Parties' Web Sites

There are links and pointers to third party Internet websites contained in Miami-Dade County's website. These sites linked from the Miami-Dade County website are not under the County's control. Miami-Dade County and its authorized agents and contractors do not assume any responsibility or liability for any information, communications or materials available at such linked sites, or at any link contained in a linked site. Miami-Dade County and its authorized agents and contractors do not intend these third party links to be referrals or endorsements of the linked entities by the County, and are provided for convenience only. Each individual site has its own set of policies about what information is appropriate for public access. User assumes sole responsibility for use of third party links and pointers.

10. Disclaimer of Damages

By using Miami-Dade County web pages, the User assumes all risks associated with the use of this site, including any risk to User's computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated via a Miami-Dade County web page, this site or User's access to it. MIAMI-DADE COUNTY AND ITS AUTHORIZED AGENTS AND CONTRACTORS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, OR LOST PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR MISUSE OF THE INFORMATION OR LACK OF INFORMATION ON THE MIAMI-DADE COUNTY WEB SITE OR WITH THE DELAY OR INABILITY TO USE THIS WEB SITE, OR FROM ANY INFORMATION, DOCUMENTS, SERVICES, SOFTWARE, OR OTHER MATERIAL OBTAINED THROUGH THIS WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEB SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF MIAMI-DADE COUNTY AND/OR ANY OF ITS AUTHORIZED AGENTS, CONTRACTORS, EMPLOYEES OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. Miami-Dade County and its authorized agents and contractors shall not be liable for any loss or injury caused in whole, or in part, by their actions, omissions, or contingencies beyond their control, including in procuring, compiling, or delivering the information, or arising out of any errors, omissions, or inaccuracies in the information regardless of how caused, or arising out of any user's decision, or action taken or not taken in reliance upon information furnished.

11. Disclaimer of Association with User

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and Miami-Dade County or its authorized agents or contractors

as a result of this Agreement or use of this web site. User agrees not to hold himself or herself out as a representative, agent, or employee of Miami-Dade County and Miami-Dade County and its authorized agents and contractors shall not be liable for any representation, act or omission of the User.

12. Trademark and Copyright

The trademarks, logos, slogan, and service marks ("Marks") displayed on the site are the property of Miami Dade County. Users are prohibited from using any Marks for any purpose including, but not limited to, use as metatags on other pages or sites on the World Wide Web without the written permission of Miami Dade County. All information and content including software programs available on or through the Site ("Content") is protected by copyright. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creative derivative works or using any Content available on or through the Site for commercial or public purposes.

13. Use of Bulletin Board, or any Other Communication or Interactive Forums

To the extent that this web site contains or may in the future contain bulletin boards, discussion webs, chat rooms, or other message, interactive or communication facilities involving Miami-Dade County and other users ("Forums"), the User agrees to use such forums only to send and receive messages and material that are proper and related to the particular forum. By way of example, and not as a limitation, the User agrees that when using a Forum, the User shall not violate the law by:

Defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy and publicity) of others.

Publishing, posting, distributing, or disseminating any defamatory, infringing, obscene, indecent or unlawful material or information.

Uploading or downloading files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the User owns or controls the rights thereto or has received all necessary consents.

Deleting any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.

Falsifying the origin or source of any material contained in a file that is uploaded. Knowingly introducing viruses, corrupted files or any other similar software or programs that may damage, alter or destroy this website or the operation of another's computer system, network, software, program, documentation or data contained therein.

Knowingly accessing or attempting to access or use Miami-Dade County's computer system, computer network, or any part thereof, including this website, for the purpose of devising or executing any scheme or artifice to defraud;

obtaining money property or services by means of false or fraudulent pretenses, representations or promises; or committing theft, including but not limited to theft of proprietary information.

User agrees to (as available) send and receive electronic mail, engage in conferences and chats, download and upload files, and otherwise use this web site only as permitted by these terms and conditions, any additional policies or procedures published in this web site from time to time by Miami-Dade County, and applicable law.

Miami-Dade County and its authorized agents and contractors reserve the right to remove any contents of this website received from users for violations of Miami-Dade County forum use policies and other applicable regulations and law, including violations of others' constitutional rights. Miami-Dade County reserves the right to edit any notices or postings for length if and when such length interferes with other users' access to and use of this forum.

The User acknowledges that chats, conferences, bulletin boards, discussion webs and any other such interactive or communications' forums hosted by this web site are public and not private communications. Further, the User acknowledges that chats, posting conferences, discussion webs and other communications by other Users are not endorsed by Miami-Dade County or its agents or contractors, and such communications shall not be considered reviewed, screened, or approved by Miami-Dade County.

14. Indemnity

As a condition of use of Miami-Dade County's web site, the User agrees to indemnify Miami-Dade County, its Commissioners, officers, employees and agents and contractors against any and all liability, expenses (including attorney's fees) and damages arising out of claims resulting from User's use of this web site, including without limitation any claims alleging facts that if true would constitute a breach by User of these terms and conditions.

15. Jurisdiction

This Agreement is governed by the laws of the State of Florida, USA. User consents to the exclusive jurisdiction and venue of courts in Miami-Dade County, Florida, USA in all disputes arising out of or relating to the use of this web site. Use of this web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Miami-Dade County's performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of Miami-Dade County's right to comply with law enforcement requests or requirements relating to the User's use of this web site or information provided to or gathered by Miami-Dade County with respect to such use.

16. Severability

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed

superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

17. Closing of Agreement

This Agreement constitutes the entire agreement between the User and Miami-Dade County (and its contractors and agents) with respect to this web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Miami-Dade County with respect to this web site. This Agreement shall be deemed to include all other notices, policies, disclaimers and other terms contained in this web site; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any rights not expressly granted herein are reserved.